

SEEIF Ceramic, a.s.
Spešovská 243, 679 02 Rájec-Jestřebí
Czech Republic

General Purchase Conditions

Concluded in accordance with § 1751 and following clauses of
the Law Nr. 89/2012 Coll. – The Civil Code

I. PRICE CONDITIONS

- I.1. The subject of the Purchase Contract shall be supplied at prices stated at particular Purchase Contract items, and, further, at prices stated in the following General Purchase Conditions.
- I.2. All prices of products are stated excluding VAT.
- I.3. Prices of packages and transport fees shall be charged to the Buyer as a separate item.
- I.4. The Buyer is entitled to return returnable packaging materials at its own cost. At the returning the packaging materials the Buyer shall issue an invoice to the Seller. A returned packaging material shall not be damaged, otherwise SEEIF Ceramic, a.s. is entitled either not to accept it, or to return it at the cost of the Buyer. A delivery note of the returned packaging material must state the date this material was supplied to the Buyer, number of the delivery note and invoice the respective packaging material was supplied within. Returnable as well as not returnable packaging material can be supplied to the Buyer for an exchange.
- I.5. Packaging material prices shall be agreed upon in a General Purchase Contract or in respective partial Purchase contracts/agreements with the Customer.
- I.6. The Prices of bagged products are stated including paper bags.
- I.7. The Seller reserves a right to adapt the prices of packaging materials according to changing economic conditions.

II. PAYMENT TERMS AND CONDITIONS

- II.1. The payment is to be carried out on the basis of a regular or advance invoice issued by the Seller.
- II.2. The Seller reserves a right to require payment by an advance invoice to be paid by the Buyer.
- II.3. The invoice maturity is **30** days (this does not apply for the advance invoice) from a day of the delivery if not agreed upon otherwise in the particular Purchase Contract.
- II.4. In case of partial supplies, the Seller has a right to issue a partial invoice on the day of the partial the supply was carried out.
- II.5. In case the Buyer is delayed with the payment of any invoices, the Buyer is obliged to pay the Seller a contractual fine in the amount of 0.05% from the unpaid sum for each day of the delay.
- II.6. If the Buyer fails to pay the invoices during their regular maturity period, the Seller has the right to suspend further supplies according to the Purchase Contract, or is even entitled to withdraw from the Contract. In this case there for the Buyer there is no right for an eventual loss compensation. Should such a suspension be only temporary, until the respective invoices are paid in their full scope, a new delivery term shall be agreed between the Seller and the Purchaser,

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www.seeifceramic.cz

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VAT: CZ28307372
Trade reg.: Registration court
Brno, Section B, Insert 5701

Bank details:
UniCredit Bank Czech Republic, a.s.,
branch Brno
IBAN: CZ23 2700 0000 0000 3926 4011
SWIFT: BACZXP

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- II.7. In case of production of new molds, an advance invoice shall be issued to the Buyer, and the mold production shall only be commenced such an invoice is paid.

III. DELIVERY TERMS AND CONDITIONS

- III.1. The delivery place is agreed SEEIF Ceramic, a.s. plant, parity FCA, if not agreed upon otherwise in the particular Purchase contract .
- III.2. The cost and risks are transferred from the Seller to the Buyer at a moment when the Seller hands over the items/products specified in the Purchase Contract to the Buyer (initial carrier) at the agreed delivery place.
- III.3. In case the Buyer organizes the transport on its own behalf, a delivery date must be agreed with the Seller in advance.
- III.4. The items/products are given over to a Carrier when required documents, necessary for the items/products takeover, are presented together with an identity card of the person taking over the items/products.
- III.5. A delivery term is deemed to be a day of delivery, at EXW parity, in any of the Seller's plants.
- III.6. The Buyer acquires ownership to the items/products after the full purchase price payment. However, if the Buyer pays the full purchase price prior to the items/products supply, the Buyer shall acquire the ownership to the items/products supplied according to the Purchase Contract as soon as the products/items are handed over.
- III.7. In case of several partial deliveries is the Buyer obliged to take over the ordered commodity in the full scope according to the Purchase contract related to the Buyer's order, in case there is no Purchase contract, in the full scope according to the Buyer's order, at the latest within 90 days since the day the first partial handover/takeover of the commodity is carried out. In case the Buyer does not take over within this period, the Buyer is obliged, on the basis of the invoice issued by the Seller, to pay the price of the items remaining with the Seller and a storing fee of 0,1%/day of the value of the remaining items. The maturity of such invoice is 30 days.

IV. QUALITY, WARRANTY PERIOD AND CLAIMS

- IV.1. The parameters of quality and dimensional tolerances are set out in the relevant material sheets.
- IV.2. All claims must be made in writing and sent to the Seller, at the latest, by the 30th calendar day after delivery, in case there are obvious or qualitative defects.
- IV.3. The maximum period for reviewing of claim at the Seller's is 30 calendar days from since a written and technically and commercially clear claim was sent to the Seller.
- IV.4. A claim should contain specific data on:
- delivered quantity
 - pallet label identification
 - quantity under claim
 - reasons for the claim
 - statement of the Buyer's representative or customer
- IV.5. The Buyer must provide the Seller's representative an access to the area where the items/products under the claim are stored, as well as send the claimed products or samples thereof back upon request. In case the further claim administration proves the claim to be unrightful, the Seller may demand from the Buyer a compensation of provable expenses incurred during the administration of the claim.
- IV.6. The period required for resolving of a claim does not release the Buyer from the obligation to pay the invoice by the due date.

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IV.7. A claim is regarded as resolved when both Parties approve the way of solving the claim.

IV.8. Guarantees for material durability in time are not provided.

V. MISCELLANEOUS

- V.1. The Buyer will pay the contractual penalty in the scope of 80% of the purchase price in case, the products/items are not taken over according the concluded Purchase Contract, or the Buyer withdraws from the contract out of the reasons on the Buyer's side.
- V.2. The withdrawal from the Purchase Contract applies only in case the Purchase Contract and/or these General Purchase conditions are violated in the substantial manner.
- V.3. Both parties agree that all disputes are to be solved by means of negotiation. If the dispute cannot be solved by means of negotiations within 30 days, then all disputes that could result out of this contract or could be related to this contract are to be submitted to the Arbitration court of the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic in Prague or to its legal successor by the Act. No. 216/1994 Coll. as amended.
- V.4. Each of either contracting party has right to apply to that court. Arbitral award shall be final for both contracting parties and cannot be appealed. Both contracting parties are obliged to meet liabilities arising from its judgment within the period specified in this judgment.
- V.5. Purchased items/products are not determined for a building industry purposes in accordance with the Act. No. 22/1997 Coll. Using purchased products for the building industry purpose must be specified in the Purchase Contract.

These General Terms and Conditions are an integral part of the Purchase Contract. Contracting parties agree with concluding of the Purchase Contract according to the above mentioned conditions.

In case the Purchase Contract is not confirmed or contested in writing by the Buyer within 4 days after the Contract is provably sent to the Buyer, the Purchase Contract as well as these General Purchase Conditions are considered as accepted and confirmed in full scope by the Buyer.

General Purchase Conditions apply from 1st June, 2019 for an unlimited period of time. In case of an update or amendments, the provisions of the most actual/up-to-date/amended version apply.

On.....date

Buyer(s):

Seller(s):

.....
Date, name, signature

.....
Date, name, signature

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